

35

MIED ProSe 1 (Rev 5/16) Complaint for a Civil Case

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

Ms. Herlandos Yugiri McCree  
644 Charlotte # 100  
Detroit, Mi 48201

*(Write the full name of each plaintiff who is filing this complaint.  
If the names of all the plaintiffs cannot fit in the space above,  
please write "see attached" in the space and attach an additional  
page with the full list of names.)*

v.

KMG prestige company. All current and future  
representitives who may wish to intervien, Interfer or  
attempt to represent KMG Prestiege.

see attached exhibit 1

KMG Employees currently involved.

Justin Robinson

Diamond Davis

Dustin.

*(Write the full name of each defendant who is being sued. If the  
names of all the defendants cannot fit in the space above, please  
write "see attached" in the space and attach an additional page  
with the full list of names.)*

Case: 2:21-cv-12576  
Judge: Borman, Paul D.  
MJ: Stafford, Elizabeth A.  
Filed: 11-02-2021 At 02:18 PM  
CMP MCCREE VS KMG PRESTIEGE COMPANY ET AL (DP)

Jury Trial: ☒ Yes ☐ No  
(check one)

**Complaint for a Civil Case**

**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>Ms. Herlandos Yugiri Mccree</u>
Street Address	<u>644 charlotte # 100</u>
City and County	<u>Detroit</u>
State and Zip Code	<u>MI</u>
Telephone Number	<u>313-681-9608</u>
E-mail Address	<u>herlandos@gmail.com</u>

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

**Defendant No. 1**

Name	<u>diamond davis</u>
Job or Title (if known)	<u>apartment manager</u>
Street Address	<u>644 charlotte # 100</u>
City and County	<u>Detroit</u>
State and Zip Code	<u>MI</u>
Telephone Number	<u>313-888-9521</u>
E-mail Address (if known)	<u>Diamond.Davis@kmgprestiege.com</u>

**Defendant No. 2**

Name	<u>justin robinson</u>
Job or Title (if known)	<u>supervisor</u>
Street Address	<u>102 S. Main Street</u>
City and County	<u>Mt. Pleasant</u>
State and Zip Code	<u>Michigan 48858</u>
Telephone Number	<u>1-989-772-3261</u>
E-mail Address (if known)	<u>Justinrobinson@kmgprestiege.com</u>

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## Defendant No. 3

Name	<u>Dustin last name unknown</u>
Job or Title (if known)	<u>lead supervisor</u>
Street Address	<u>2332 Orchard Lake rd. suite F</u>
City and County	<u>Farmington Hills</u>
State and Zip Code	<u>Michigan</u>
Telephone Number	<u>1-248-352-8837</u>
E-mail Address (if known)	<u>questions@kmgprestiege.com</u>

## Defendant No. 4

Name	<u>KMG prestige</u>
Job or Title (if known)	<u>MAIN OFFICE</u>
Street Address	<u>3390 Pine Tree Rd</u>
City and County	<u>Lansing,</u>
State and Zip Code	<u>Michigan 48911</u>
Telephone Number	<u>1-517-272-2900</u>
E-mail Address (if known)	<u>questions@kmgprestiege</u>

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

**A. If the Basis for Jurisdiction Is a Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

see attached complint form

**B. If the Basis for Jurisdiction Is Diversity of Citizenship**

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, (name) \_\_\_\_\_,  
is a citizen of the State of (name) \_\_\_\_\_.

b. If the plaintiff is a corporation

The plaintiff, (name) \_\_\_\_\_,  
is incorporated under the laws of the State of (name) \_\_\_\_\_,  
and has its principal place of business in the  
State of (name) \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

2. The Defendant(s)

a. If the defendant is an individual

The defendant, (name) \_\_\_\_\_, is a citizen of the  
State of (name) \_\_\_\_\_. Or is a citizen of (foreign  
nation) \_\_\_\_\_.

b. If the defendant is a corporation

The defendant, (name) \_\_\_\_\_, is incorporated  
under the laws of the State of (name) \_\_\_\_\_, and  
has its principal place of business in the State of (name) \_\_\_\_\_. Or is incorporated under the laws of  
(foreign nation) \_\_\_\_\_, and has its principal place  
of business in (name) \_\_\_\_\_.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (*explain*):

77,000. See attached complaint. Exhibit HYM

**III. Statement of Claim**

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

See attached Exhibit # HYM

#### **IV. Relief**

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

77,000. see attached EXHIBIT #HYM

#### **V. Certification and Closing**

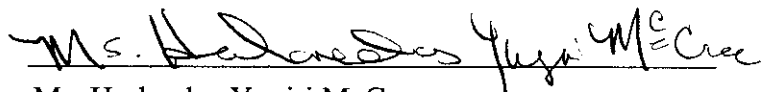
Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

##### **A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 10-18-\_\_\_\_\_, 2021.

Signature of Plaintiff



Printed Name of Plaintiff

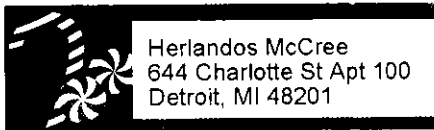
Ms. Herlandos Yugiri McCree

MIED ProSe I (Rev 5/16) Complaint for a Civil Case

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**Additional Information:**

will be provided upon request.



## COMPLAINT

Housing Discrimination Based upon stigma Discrimination by means of harrassment and Intimidation of threats to evict, refusal to renew my lease. Continued assumptions lies, acusations that are served to me by sliding undernieth or taped to my apartment door Addendums to notice to quit recover possessions of premises notices.

Addendums to notice to quit have made unfair illegal assumptions, lies about me not based on any physical interaction with me nor has any supporting camera footage or witness to colloborate the allegations.

There was no fire damage done to my apartment unit. There are no repairs needed by any fire. My apartment has passed MSHDAs annual inspection my recertification by Mshda housing agent laura salyers see Exhibit C. I do not currently have a lease that Kmg Prestige and any of its employees including Justin Robinson and the on site manager at 644 charlotte street office # 203 Detroit, Mi 48201 Diamond Davis can use to support the allegations in the Addendums.

The Basis for jurisdiction is Federal question it is my constitutional right according to HUD and Fair housing to file a civil law suit.

relief: I am requesting 77,000 Dollars. I am requesting the immediate attention of a judicial officer to review. As others in my apartment complex have been subjected to unfair practices. I am requesting a jury trial.



\* Exhibit  
H+YM

ms. Herlandos McCree  
10-18-21



# KMG Prestige

I Thank  
Justin Robinson  
works out of  
this office.  
X 4.5 Pleasant

Our Support Center

Lansing Support  
Center

Farmington Hills  
Support Center

I'm not sure  
if due to COVID if  
He works from  
Home

## Contact Us

Have a question for KMG Prestige? We'd be happy to answer it! Please submit the form below and one of our representatives will respond to you within 24 business hours.

Name (required)

Email (required)

Phone

Exhibit 1  
10F2

Notice Regarding Press and Public Access to Court Hearings



Home About the Court COVID-19 Judges Information for Jurors Attorneys Representing Yourself Clerk's Office E-filing Form

Non-Business Hours Emergency Filing Procedure

Temporary Pro Se Document Upload

eJuror

eVoucher

Case Locator (PACER)

E-Filing (CM/ECF)

Recent Filings (RSS Feed)

Criminal Debt

During non-business hours, a person filing a motion, petition, request or application electronically that requires the immediate attention of judicial officer, must file the document in CM/ECF. After filing the document in CM/ECF, parties seeking judicial review should call the United States Marshals Service Control Center at (313) 202-6458.

Parties must provide Control Center personnel with the following information: Case number; name of the assigned judge; title of the document filed; document number and telephone number where they can be reached. Control Center personnel will contact the appropriate Court staff.

Only call the Control Center if you have filed a document that needs judicial review.

Fee Schedule

Case Locator (PACER)

Transcripts

Emergency Filing Procedure

Court Records

Financial Information

Contact Us

Home Contact Us Employee Health Screening Team Viewer Privacy Policy

State of 224-5656  
Marshalls  
Service  
Control

Charlotte Apts  
mgr. Diamond DAVIS #203  
644 Charlotte  
Detroit MI 48201

Justin Robinson

United States  
Marshalls

313-202-6458

FMG Priete  
MAGN 989-772-3261 \*

~~Electronic Case Filing~~

Exhibit 1  
20F2

8:30 - 4:30  
m-f





## Social Security Administration Benefit Verification Letter

Date: October 18, 2021  
BNC#: 21Y4400H88157  
REF: C1, DI

HERLANDOS YUGIRI MCCREE  
APT 100  
644 CHARLOTTE ST  
DETROIT MI 48201-2465

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

### Information About Current Social Security Benefits

Beginning June 1985, the full monthly Social Security benefit before any deductions is \$0.00.

We deduct \$0.00 for medical insurance premiums each month.

The regular monthly Social Security payment is \$0.00.  
(We must round down to the whole dollar.)

Benefits were stopped beginning June 1985.

Social Security benefits for a given month are paid the following month. (For example, Social Security benefits for March are paid in April.)

Your Social Security benefits are paid on or about the third of each month.

### Type of Social Security Benefit Information

You are entitled to monthly benefits as a dependent of the wage earner.

### Information About Supplemental Security Income Payments

Beginning October 2021, the current Supplemental Security Income payment is \$794.00.

This payment amount may change from month to month if income or living situation changes.

Supplemental Security Income Payments are paid the month they are due.

(For example, Supplemental Security Income Payments for March are paid in March.)

See Next Page

21Y4400H88157

Page 2 of 2

We found that you became disabled under our rules on February 5, 2014.

**Type of Supplemental Security Income Payment Information**

You are entitled to monthly payments as a disabled individual.

**Date of Birth Information**

The date of birth shown on our records is June 14, 1967.

**Suspect Social Security Fraud?**

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-269-0271 (TTY 1-866-501-2101).

**If You Have Questions**

We invite you to visit our web site at [www.socialsecurity.gov](http://www.socialsecurity.gov) on the Internet to find general information about Social Security. If you have any specific questions, you may call us toll-free at 1-800-772-1213, or call your local office at 1-888-748-7691. We can answer most questions over the phone. If you are deaf or hard of hearing, you may call our TTY number, 1-800-325-0778. You can also write or visit any Social Security office. The office that serves your area is located at:

SOCIAL SECURITY  
MCNAMARA BLDG/RM 450  
477 MICHIGAN AVE  
DETROIT MI 48226

If you do call or visit an office, please have this letter with you. It will help us answer your questions. Also, if you plan to visit an office, you may call ahead to make an appointment. This will help us serve you more quickly when you arrive at the office.

*Social Security Administration*

# Adjustment Notification

## Tenant Name and Address:

Herlandos Y McCree  
644 Charlotte St Apt 100  
Detroit, MI 48201

Date: 7/1/2021

County: Wayne

Unit:

## Reason for Adjustment:

Annual Reexamination with Renewal Provision for Lease/Contract. This document carries forward the Lease/Contract terms and modifies the dates and amounts as identified below.

Retain this notification with your Lease/Contract. The amounts are identified below beginning **August 01, 2021** and ending **July 31, 2022**.

## Landlord Name and Address:

Charlotte Apartments LDHA LP  
644 Charlotte St Apt 203  
Office  
Detroit, MI 48201

<b>Contract Rent</b> (total rent received by Landlord)	<b>\$ 903.00</b>
<b>Tenant Rent/Family Contribution</b> (rent paid by Tenant)	<b>\$ 233.00</b>
<b>Utility Allowance Payment</b> (may be paid to Tenant if Tenant Rent is \$0)	<b>\$ 0.00</b>
<b>Housing Assistance Payment</b> (rent paid by MSHDA)	<b>\$ 670.00</b>

MSHDA Use Only
The rent for _____ has been (Month)
prorated for _____ days.
Tenant's prorated amount: \$ _____
MSHDA's prorated amount: \$ _____

Attached is the summary of your income and adjusted income used to determine your rent portion. Please review the information contained in this summary. Contact your Housing Agent if you have any questions.

You may request an informal hearing if you wish to appeal the changes. Your written request for an informal hearing must be received by your Housing Agent no later than 15 business days from the date at the top of this notice.

Si usted no puede leer este documento porque no lee Ingles, o requiere que esta comunicacion sea interpretada o traducida y nadie que usted conoce se la puede traducir, por favor llame a nuestra oficina para una interpretacion o traduccion gratuita. El numero de telefono de nuestra oficina es 517.373-5344.

If you or a member of your household is a disabled person and require a reasonable accommodation in order to participate in MSHDA's affordable housing program(s) or services, please submit your request to your Housing Agent. We prefer that your request be submitted in writing. If you are unable to submit a written request for a reasonable accommodation, you may make your request by calling your Housing Agent at the phone number provided to you.

## Housing Agent Information:

Salysers, LLC  
PO Box 626  
Trenton, MI 48183

Phone: (734) 671-1436  
Fax: (734) 561-3610  
E-mail: lsalyers135@comcast.net

Distribution: MSHDA File; Landlord;  
Tenant; Housing Agent

*Exhibit C*  
*PC 1022*

**Adjustment Notification**

**Tenant Name and Address:**

Herlandos Y McCree  
644 Charlotte St Apt 100  
Detroit, MI 48201

Date: 7/1/2021

County: Wayne

Unit:

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Tenant's prorated amount: \$ _____
MSHDA's prorated amount: \$ _____

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You may request an informal hearing if you wish to appeal the changes. Your written request for an informal hearing must be received by your Housing Agent no later than 15 business days from the date at the top of this notice.

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If you or a member of your household is a disabled person and require a reasonable accommodation in order to participate in MSHDA's affordable housing program(s) or services, please submit your request to your Housing Agent. We prefer that your request be submitted in writing. If you are unable to submit a written request for a reasonable accommodation, you may make your request by calling your Housing Agent at the phone number provided to you.

**Housing Agent Information:**

Salyers, LLC  
PO Box 626  
Trenton, MI 48183

Phone: (734) 671-1436  
Fax: (734) 561-3610  
E-mail: lsalyers135@comcast.net

Distribution: MSHDA File; Landlord;  
Tenant; Housing Agent

*Exhibit C*  
*PC 10/6/21*

**HOUSING CHOICE VOUCHER PROGRAM  
Inspection Deficiencies Notice**

Housing Choice Voucher Program regulations require that MSHDA monitor housing quality to assure that housing units are maintained by owners and tenants in a decent, safe, and sanitary condition. The MSHDA inspection includes items specified in the U.S. Department of Housing and Urban Development (HUD) requirements for Housing Quality Standards (HQS). The inspection will describe the unit's condition on the inspection date. The inspection may not comply with local or state laws, ordinances, or codes. An inspection of your housing unit revealed the deficiencies on page 2 of this notice.

**Tenant Name and Address:**

Herlandos Y McCree  
644 Charlotte St Apt 100  
Detroit, MI 48201

**Date Mailed:** August 25, 2021

**Date of Inspection:** August 25, 2021

**Type of Inspection:** Annual

**Unit Address:** 644 Charlotte St Apt 100 Detroit, MI 48201

**TENANT:**

- You are required to allow the landlord access to the unit to make these repairs or you may lose your rental assistance.
- You are responsible to correct or repair tenant-caused deficiencies. Repairs must be completed and verified, or your assistance may be terminated.

**LANDLORD:**

- If this is an initial inspection, you must correct all deficiencies prior to MSHDA starting Housing Assistance Payments (HAP).
- If the tenant is already on the program, repairs must be completed and verified by the Correction Deadline or MSHDA will stop payments (Abatement). Abatement will begin on the first of the month following the Correction Deadline. Abated payments are lost payments and cannot be collected from the participant or MSHDA.
- If an abatement occurs, the tenant may be allowed to move at any time after the abatement start date.

**Landlord Name and Address:**

Charlotte Apartments LDHA LP  
644 Charlotte St Ste 203  
Office  
Detroit, MI 48201

**RE-INSPECTION INFORMATION**

A re-inspection of the unit must occur on or before the correction deadline listed below. Emergency re-inspections cannot be rescheduled. If you or another adult household member cannot be present for the non-emergency re-inspection scheduled below, you must contact the inspector 48 hours before the scheduled inspection date or the inspection will proceed as scheduled. If your re-inspection has not been scheduled, please contact the inspector to schedule the re-inspection. Missed inspection appointments may result in termination of your rental assistance.

**Emergency Re-Inspection Date & Time:**

**Correction Deadline:**

**Non-Emergency Re-Inspection Date & Time:** 9/23/21 9 AM PM

**Correction Deadline:** September 25, 2021

**Inspector Name:** Mark Cathey

**Inspector Phone:** 734-671-1436

**SEE PAGE TWO FOR DEFICIENCIES / REPAIRS**

**If you have any questions, please contact:**

Salyers, LLC  
PO Box 626  
Trenton, MI 48183

**Phone:** (734) 671-1436

**Fax:** (734) 561-3610

**Email:** lsalyers135@comcast.net

Tenant Name: McCree, Herlandos Y	ID: 2638	Date: 08/25/2021
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**A) Deficiencies which have been identified and must be corrected by the landlord:**

Area	Location	Item	Comment
General Health and Safety		Elevators	Repair/replace handrail or door

**B) Deficiencies which have been identified and must be corrected by the resident:****C) Recommended repairs to be made to the housing unit:**



## Petition/Request

From the tenants of charlotte apartments 644 charlotte street Detroit, Mi 48201 we are confused are growing tired of being frustrated and or offended by Ms. Davis and view her as a threat that uses harassment, intimidation, unprofessional managerial scare tactics, by her / and or KMG prestige management companys constant pursuit of neglecting the premises and hindering us from a peaceful and safe environment. we plead for relief by relieving charlotte apartment tenants by removing KMG prestige as the current management company and we are requesting a new management company to manage Charlotte's arms apartments In addition, 1. We are requesting a remote security gate at the parking lot entrance to stop the vandalization of tenants and guest cars. a weekly or bi weekly janitorial service that will clean and sanitize hallways, floors, hallways common area and lobby laundry room. maintenance that will pick up litter around the rear of the building near trash dumpsters. we are also requesting the trash dumpster be placed back in its designated area. 2. locks on the front side and rear entry gate that that match the existing front door key. Thank you.

(And) Justin  
Robinson

Email to SALYES LLC  
Currently in  
circulation  
signature

Exhibit C

PH 2062

**ADDENDUM To Notice to Quit  
to Recover Possession of Premises**

**Issued to: Herlandos McCree  
And all occupants  
644 Charlotte St., Apt. 100  
Detroit, MI 48201**

Charlotte Apartments is terminating your tenancy due to your material noncompliance with your lease agreement. You have repeatedly disturbed and harassed other residents and management staff, and you stole two packages that were delivered which belonged to someone else. **You must move by January 4, 2021.**

On November 13, 2019, you were sent a lease violation notice for using abusive verbal language with management. On August 27, 2020, you were sent another lease violation notice for the language you used with management, this time in a voicemail you left in which you were swearing and yelling. On November 20, 2020, you were sent a lease violation notice because you have been receiving packages for another person which indicates you have an unauthorized occupant. You also took the back off your refrigerator and have been leaving large water jugs in the hallway. On September 22, 2020, you were screaming and yelling for help, claiming someone was trying to kill you and hit you, and when another resident attempted to help you he called the police. When the police arrived you told them this resident was lying and was a drug dealer. In addition, management has observed you on camera stealing two packages left at the front door.

Your actions are violations of your lease, which states in relevant part:

- Paragraph 8. Resident's obligation: The Resident, on the Resident's behalf, and on behalf of the Resident's heirs, executors and administrators, agrees to:
  - k. Nothing shall be done by the Resident in or about any building in the apartment community which will interfere with the rights, physical health, safety, peaceful enjoyment, comfort or convenience of other residents. No musical instruments, radios, televisions or stereos shall be operated and no cooking equipment shall be utilized in a manner that is disturbing or annoying to other residents and no cooking equipment shall be used in a manner that is disturbing or annoying to other residents nor shall Resident make any disturbing noises or create annoying odors at any time. Resident shall keep the entry door to their premises closed except during ingress and egress from the premises.
  - m. Not assign this Lease nor sublet the premises or any part thereof, nor give accommodation to any roomers or lodgers, nor permit the use of the premises for any purpose other than as a private dwelling solely for the Resident and the Resident's family without the prior written consent of Landlord.
- General Rules and Regulations, Paragraph 8. Nothing shall be done by the Resident in or about any building in the apartment community that will interfere with the rights, physical health, safety, peaceful enjoyment, comfort or convenience of other Residents . .

.nor shall any Resident make any disturbing noises or create any annoying odors at any time.

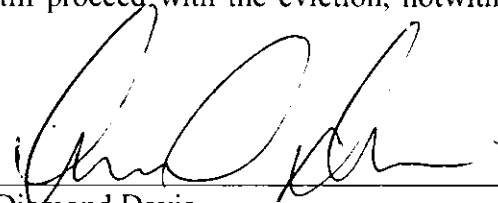
- Paragraph 23. Only those persons listed as occupants in the Resident's application for tenancy shall be allowed to occupy the premises without Landlord's prior written permission.
- General Rules and Regulations, Paragraph 31. Nothing shall be done by the Resident, members of the Resident's household, Resident's guests or agents, to abuse the Management's agents or employees, including but not limited to: assaulting, battering, unwanted touching, emotional harassment or excessive verbal abuse, or threats of assault, battery or harm.

Charlotte Apartments is terminating your tenancy pursuant to Paragraph (9) of your lease, which states:

- Paragraph 9. Breach of Lease. The Resident is aware that in the event of a breach by the Resident of any one of the covenants or provisions of this Lease, or if any of Resident's statements in the rental application are incorrect, Landlord or his agents may bring appropriate legal action to terminate this Lease and repossess the premises. Resident will pay all lawful charges, costs, expenses and damages of Landlord resulting from Resident's breach.

Pursuant to the case Park Forest of Blackman -v- Smith, should you hereafter submit rent payments and should we accept any future rental payments that pay your rent while this eviction notice is pending, be advised that we will still proceed with the eviction, notwithstanding any rent payments that are made.

December 3, 2020

  
\_\_\_\_\_  
Diamond Davis  
Community Manager

Enclosures

Pc: Regional Property Manager  
Law office of Steven K. Gann

\*Notice: Effective immediately federal regulations require a covered landlord to serve an assisted tenant subject to an eviction action with the two notices required under the Violence Against Women's Act (VAWA), which are enclosed. In complying with this obligation, it is not your landlord's intent to imply or suggest that you are receiving assistance or to imply that any member of the household is thought to be a victim of or a perpetrator of domestic violence. It is being provided to you solely to comply with the notice provision.

STATE OF MICHIGAN

DEMAND FOR POSSESSION  
NONPAYMENT OF RENT  
Landlord-Tenant

TO:

HERLANDOS MCCREE  
AND ALL OTHER OCCUPANTS  
644 CHARLOTTE STREET APT 100  
  
DETROIT, MI 48201

**Notice to mobile home owners who rent land in  
a mobile home park:**

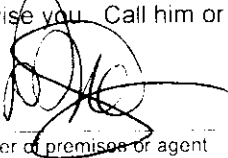
If you have been late on payments on three or more occasions during any 12-month period and the park owner has given you a written demand for possession for nonpayment of rent on each occasion, the park owner may have just cause to evict you.

1. Your landlord/landlady, CHARLOTTE APARTMENTS Apts., says that you owe **\$244.00** rent and late fees and **\$0.00** in security deposit(s):

Address or description of premises rented (if different from mailing address):  
644 CHARLOTTE STREET APT 100  
DETROIT, MI 48201

2. If you owe this rent, you must do one of the following within 7 days from the date this notice was served:  
a. Pay the rent owed. **or** b. Move out or vacate the premises.  
If you do not do one of the above, your landlord/landlady may take you to court to evict you. If you move out or vacate, you may still owe rent.
3. If your landlord-landlady takes you to court to evict you and if you have paid the rent, or if you believe there is good reason why you do not owe the rent, you will have the opportunity to present reasons why you believe you should not be evicted.
4. If you believe there is a good reason why you do not owe the rent claimed by your landlord/landlady, you may have a lawyer advise you. Call him or her soon.

11/06/2018  
Date

  
Signature of owner of premises or agent

630 Charlotte St  
Address

Detroit, MI 48201-2240  
City, state, zip

(313) 888-9521  
Telephone no.

### HOW TO GET LEGAL HELP

1. Call your own lawyer.
2. If you do not have an attorney but have the money to retain one, you may locate an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or through a local lawyer referral service. Lawyer referral services should be listed in the yellow pages of your telephone directory or you can find a local lawyer referral service at [www.michbar.org](http://www.michbar.org)
3. If you do not have an attorney and cannot pay for legal help, you may qualify for assistance through a local legal aid office. Legal aid offices should be listed in the yellow pages of your telephone directory or you can find a local legal aid office at [www.michiganlegalhelp.org](http://www.michiganlegalhelp.org). If you do not have Internet access at home, you can access the Internet at your local library.

Tenant's copy

## Charlotte Apartments

644 Charlotte St.  
Detroit, Mi. 48201  
Phone: 313-888-9521  
Email: Diamond.Davis@kmgprestige.com

08/03/2020

## Dear valued residents,

I wanted to let everyone know this is the first and last time I will address this issue. The drug activity on Charlotte Apartments premises STOPS TODAY! The cameras are always on watch and I will begin to note the license plate numbers and residents of all illegal activity and sending it to the DETROIT POLICE DEPARTMENT. I will also send lease violations and send them to Miss. Salyers for review of your housing vouchers. My first priority is to ensure the safety of you and your neighbors and make sure everyone feels safe while they are somewhere they call home. I am very disappointed in the recent activities and I hope that this issue is resolved immediately. Thanks for your anticipated cooperation

Management



I don't use or  
sell Drugs

I Agree to  
my Door.

We're on our way!  
Inbox

**ReadyRefresh by Nestle** <youraccountinfo15@service.readyrefresh.com>

Nov 19, 2020, 6:31 AM (2 days ago)

**Hello Herlandes,**

ReadyRefresh by Nestle will be delivering your order today. As a reminder, if you have any empty 3 or 5 gallon bottles, please leave them out for us to pick up.

We're delivering your order to:

644 Charlotte St. Apt 100, Detroit, MI

Thanks,

ReadyRefresh

To manage how we send you delivery emails, please [edit your communication preferences](#).

This email was sent from a notification-only address that

cannot accept incoming emails. Please do not reply to this message. [View our Privacy Policy](#)

Nestle Waters North America Inc. 6601 Orion Hwy, Suite 400, Irvine, CA 92618



ReplyForward

Items left in  
Hallway.  
No Personal Storage.

**NOTICE OF LEASE VIOLATION AT Charlotte APARTMENTS****Date:** 11/20/2020**Issued to:** Herlandos McCree**Apartment:** 100**Nature of Violation:**

Resident is still receiving mail and packages for an unauthorized occupant "Marvin Pleasant." She told maintenance that that was her husband. Please add him to your voucher and your lease. Resident took the back of her refrigerator apart stating she, "saw the professional do it to fix her fridge before and wanted to help". Resident cannot take apart her appliances given to her by Charlotte Apartments. Resident has 2 large Culigan water bottles in the hallway of her unit. All personal items like this must be stored in unit. Not in the hallway. Please remove. Thanks

**Lease Provisions: Paragraphs and Rules**

<input type="checkbox"/>	Use of Premises, Paragraph <u>15</u>	<input type="checkbox"/>	Littering on Property, Rule <u>14</u> and/or <u>17</u>
<input checked="" type="checkbox"/>	Condition/Alterations of Premises, Paragraph <u>16</u>	<input checked="" type="checkbox"/>	Personal Property in Unauthorized Areas, Rule <u>2</u> and/or <u>9</u>
<input type="checkbox"/>	Access to Premises, Paragraph <u>17</u> and/or Rule <u>6</u>	<input type="checkbox"/>	Misuse of Plumbing Fixtures, Rule <u>8</u>
<input type="checkbox"/>	Resident Guest, Rule _____	<input type="checkbox"/>	Defacing Property, Rule <u>9</u> Paragraph <u>16</u>
<input type="checkbox"/>	Violation of Rules and Regulations, Paragraph <u>44</u>	<input type="checkbox"/>	Improper use of Laundry Facilities, Rule <u>10</u>
<input type="checkbox"/>	Quiet Enjoyment, Paragraph <u>27</u>	<input type="checkbox"/>	Removal of Property, Rule <u>11</u>
<input type="checkbox"/>	Pets, Paragraph <u>28</u>	<input type="checkbox"/>	Damage of Property, Rule <u>12</u>
<input type="checkbox"/>	Obstruction of Halls, Stairways, etc., Rule <u>2</u>	<input type="checkbox"/>	Improper Garbage Disposal, Rule <u>14</u>
<input type="checkbox"/>	Improper Installation of Property, Rules <u>3</u> and/or <u>4</u>	<input type="checkbox"/>	Storing Flammable Material, Rule <u>15</u>
<input type="checkbox"/>	Playing in Unauthorized Areas, Rule <u>5</u>	<input type="checkbox"/>	Car Repair and Washing, Rule <u>16</u>
<input type="checkbox"/>	Alteration of Locks, Rule <u>6</u>	<input type="checkbox"/>	Tenant Property on Premises, Rule <u>22</u>
<input type="checkbox"/>	Unauthorized Vehicle Parking, Rule <u>22</u>	<input type="checkbox"/>	Bike Violation, Paragraph <u>2</u> and/or <u>18</u>
<input type="checkbox"/>	Excessive Speed, Rule <u>23</u>	<input type="checkbox"/>	Fire Hazard, Rule _____, Addendum-Smoke Detectors
<input type="checkbox"/>	Unregistered or Inoperable Vehicle, Rule <u>16</u>	<input type="checkbox"/>	Use of Waterbed, Rule <u>21</u>
<input type="checkbox"/>	Late Payment of Rent, Paragraph <u>6</u>	<input type="checkbox"/>	Lack of Supervision of Kids, Rule <u>25</u>
<input type="checkbox"/>	Abuse to Management, Rule <u>24</u>	<input type="checkbox"/>	Failure to Recertify, Paragraph <u>8</u>
<input checked="" type="checkbox"/>	Occupancy, Paragraph <u>3</u> and/or Rule <u>Unauthorized occupants</u>	<input type="checkbox"/>	Other

**CURE: THIS (THESE) VIOLATIONS MUST BE CURED BY 11/20/2020**

**MEETING:** You may informally meet with management to attempt to resolve the stated violation(s). Please contact management within 10 days to schedule a meeting.

Violations of the Lease or Rules and Regulations is deemed as material noncompliance with the lease agreement. Repeated minor violations of the lease agreement which disrupt the livability and harmony of the project by adversely affecting the health or safety of any person, or the right of any tenant or member to the quiet enjoyment of the leased premises and the related project, or which an adverse financial effect on the property will be deemed just cause to terminate your tenancy.

**EVICTON.** If you do not correct the violation(s) by the date specified above, your landlord will seek to terminate your tenancy by serving a 30-day Notice to Quit for Termination of Tenancy. If necessary, a judicial action will be filed, at which time you may present a defense.


  
Manager

313-888-9521

Telephone Number

**DATE SERVED:** 11/20/2020**SERVED:**☐ Personal☒ Left at Home☐ Substitute☒ Mailed



Approved, SCAO

## STATE OF MICHIGAN

NOTICE TO QUIT  
TO RECOVER POSSESSION OF PROPERTY  
Landlord-Tenant

TO: Herlandos McCree  
And all occupants  
644 Charlotte St., Apt. 100  
Detroit, MI 48201

+

1. Your landlord/landlady, Charlotte Apartments, is seeking to recover possession of property pursuant to Material noncompliance with Lease (see  
Name (type or print) Material noncompliance with Lease (see  
☐ MCL 554.134(1) or (3) (see other side) ☒ other: Addendum and wants to evict you from:

Address or description of premises rented (if different from mailing address):

2. You must move by 01/04/2021 or your landlord/landlady may take you to court to evict you.  
Date (\*see note)
3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.
4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

12/03/2020

Date

Signature of owner of premises or agent

644 Charlotte (alternate: 630, 650)

Address

Detroit, MI 48201

(313) 888-9521

City, state, zip

Telephone no.

\*NOTE: Unless otherwise allowed by law, the landlord/landlady must give notice equal in time to at least one rental period.

## HOW TO GET LEGAL HELP

1. Call your own lawyer.
2. If you do not have an attorney but have money to retain one, you may locate an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or through a local lawyer referral service. Lawyer referral services should be listed in the yellow pages of your telephone directory or you can find a local lawyer referral service at [www.michbar.org](http://www.michbar.org).
3. If you do not have an attorney and cannot pay for legal help, you may qualify for assistance through a local legal aid office. Legal aid offices should be listed in the yellow pages of your telephone directory or you can find a local legal aid office at [www.michiganlegalhelp.org](http://www.michiganlegalhelp.org). If you do not have Internet access at home, you can access the Internet at your local library.

Tenant's copy



Date: 06/18/2021 Issued to: Herlandos McCree Apartment: 100

Nature of Violation: McCree was seen on camera loitering in front of the entry door

**Lease Provisions: Paragraphs and Rules**

- |   |   |
|---|---|
| <input type="checkbox"/> Use of Premises, Paragraph <u>15</u>                               | <input type="checkbox"/> Littering on Property, Rule <u>14</u> and/or <u>17</u>                 |
| <input type="checkbox"/> Condition/Alterations of Premises, Paragraph <u>16</u>             | <input type="checkbox"/> Personal Property in Unauthorized Areas, Rule <u>2</u> and/or <u>9</u> |
| <input type="checkbox"/> Access to Premises, Paragraph <u>17</u> and/or Rule <u>6</u>       | <input type="checkbox"/> Misuse of Plumbing Fixtures, Rule <u>8</u>                             |
| <input type="checkbox"/> Resident Guest, Rule _____   | <input type="checkbox"/> Defacing Property, Rule <u>9</u> Paragraph <u>16</u>                   |
| <input checked="" type="checkbox"/> Violation of Rules and Regulations, Paragraph <u>44</u> | <input type="checkbox"/> Improper use of Laundry Facilities, Rule <u>10</u>                     |
| <input type="checkbox"/> Quiet Enjoyment, Paragraph <u>27</u>                               | <input type="checkbox"/> Removal of Property, Rule <u>11</u>                                    |
| <input type="checkbox"/> Pets, Paragraph <u>28</u>  | <input type="checkbox"/> Damage of Property, Rule <u>12</u>                                     |
| <input type="checkbox"/> Obstruction of Halls, Stairways, etc., Rule <u>2</u>               | <input type="checkbox"/> Improper Garbage Disposal, Rule <u>14</u>                              |
| <input type="checkbox"/> Improper Installation of Property, Rules <u>3</u> and/or <u>4</u>  | <input type="checkbox"/> Storing Flammable Material, Rule <u>15</u>                             |
| <input type="checkbox"/> Playing in Unauthorized Areas, Rule <u>5</u>                       | <input type="checkbox"/> Car Repair and Washing, Rule <u>16</u>                                 |
| <input type="checkbox"/> Alteration of Locks, Rule <u>6</u>                                 | <input type="checkbox"/> Tenant Property on Premises, Rule <u>22</u>                            |
| <input type="checkbox"/> Unauthorized Vehicle Parking, Rule <u>22</u>                       | <input type="checkbox"/> Bike Violation, Paragraph <u>2</u> and/or <u>18</u>                    |
| <input type="checkbox"/> Excessive Speed, Rule <u>23</u>                                    | <input type="checkbox"/> Fire Hazard, Rule _____, Addendum-Smoke Detectors                      |
| <input type="checkbox"/> Unregistered or Inoperable Vehicle, Rule <u>16</u>                 | <input type="checkbox"/> Use of Waterbed, Rule <u>21</u>  |
| <input type="checkbox"/> Late Payment of Rent, Paragraph <u>6</u>                           | <input type="checkbox"/> Lack of Supervision of Kids, Rule <u>25</u>                            |
| <input type="checkbox"/> Abuse to Management, Rule <u>24</u>                                | <input type="checkbox"/> Failure to Recertify, Paragraph <u>8</u>                               |
| <input type="checkbox"/> Occupancy, Paragraph <u>3</u> and/or Rule _____                    | <input checked="" type="checkbox"/> Other _____   |

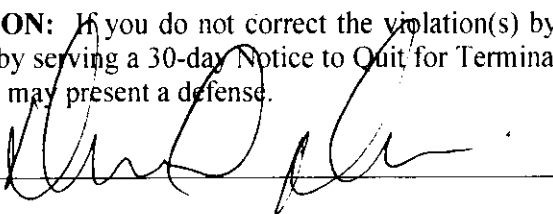
**CURE: THIS (THESE) VIOLATIONS MUST BE CURED BY 06/18/2021**

**MEETING:** You may informally meet with management to attempt to resolve the stated violation(s). Please contact management within 10 days to schedule a meeting.

Violations of the Lease or Rules and Regulations is deemed as material noncompliance with the lease agreement. Repeated minor violations of the lease agreement which disrupt the livability and harmony of the project by adversely affecting the health or safety of any person, or the right of any tenant or member to the quiet enjoyment of the leased premises and the related project, or which an adverse financial effect on the property will be deemed just cause to terminate your tenancy.

**EVICTON:** If you do not correct the violation(s) by the date specified above, your landlord will seek to terminate your tenancy by serving a 30-day Notice to Quit for Termination of Tenancy. If necessary, a judicial action will be filed, at which time you may present a defense.

Manager



313-888-9521

Telephone Number

**DATE SERVED:** 06/18/2021

**SERVED:** ☐ Personal ☒ Left at Home ☐ Substitute ☐ Mailed

"This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov)."



TDD/TTY 711

248-352-8835



**ADDENDUM To Notice to Quit to  
Recover Possession of Premises and  
Demand for Possession-  
Damage/Health Hazard to Property**

**Issued to: Herlandos McCree  
And all occupants  
644 Charlotte St., Apt. 100  
Detroit, MI 48201**

Charlotte Apartments is terminating your tenancy because you have created a health and safety hazard by starting a fire in your apartment and also due to your material noncompliance with your lease agreement. You have repeatedly disturbed and harassed other residents and abused management. You have been issued violations for failure to recertify, permitting an unauthorized occupant to reside in the apartment, storing personal belongings in unauthorized areas, altering the premises, and littering. Additionally, you have stolen packages from the office and have had the police called on you for disturbing the peace.

Enclosed you will find two notices; one that gives you 30 days to move and one that gives you 7 days to move. Pursuant to the Notice to Quit you will have 30 days to move, in which case **you must move by November 13, 2021**. The other notice is a Demand for Possession-Damage/Health Hazard to Property, which gives you 7 days to correct the health hazard or move. If you cause ANY other health and safety issue prior to the when the 30-day notice is up, we will file on the 7 day to terminate your tenancy pursuant to the creation of a health & safety hazard to the property.

**LEASE VIOLATIONS/NOTICES**

On November 13, 2019, you were sent a lease violation notice for using abusive verbal language with management.

On August 27, 2020, you were sent another lease violation notice for the language you used with management, this time in a voicemail you left in which you were swearing and yelling.

On September 22, 2020, you were screaming and yelling for help, claiming someone was trying to kill you and hit you, and when another resident attempted to help you he called the police. When the police arrived, you told them this resident was lying and was a drug dealer. In addition, management has observed you on camera stealing two packages left at the front door.

On September 25, 2020, you were issued a lease violation for disruption of the quiet enjoyment.

On October 7, 2020 You were issued a lease violation for stealing two packages from outside the office on camera.

On November 20, 2020 You were issued a lease violation for an unauthorized occupant, unauthorized alteration of premises, and leaving personal property in unauthorized areas.

On March 16, 2021 You were issued a lease violation for littering on property, and violation of quiet enjoyment: when you spread trash throughout hall and spit on neighbor's door.

On June 18, 2021 You were issued a lease violation for loitering in front of entry door.

On September 22, 2021 You were issued a lease violation because the security camera showed that you stole the garbage gate lock and subsequently threw away the lock

On October 8, 2021 You were issued a lease violation for causing fire to the unit when you left smoked turkey necks on the stove unattended, and for failure to recertify with the property and MSHDA.

Your actions violate the terms of your lease, which states in relevant part:

8. Resident's obligation: The Resident, on the Resident's behalf, and on behalf of the Resident's heirs, executors and administrators, agrees to:
  - b. Keep the premises in a clean and sanitary condition and to comply with all applicable governmental requirements, including public health and police regulations, with respect to the premises and to its appurtenances, and to save Landlord harmless from all fines, penalties, and cost for violations or noncompliance caused by the actions of the Resident.
  - d. Comply with the rules and regulations including those that are attached to this Lease governing the use of community or common facilities and the apartment premises, and to forfeit the privilege of using the community or common facilities or face possible termination of tenancy for failure to comply with such reasonable rules and regulations as promulgated by Landlord; and be liable for damage to the structure or interiors of the community or common facilities due to negligence of the Resident, or due to lack of adult supervision of the Resident's dependents and guests.
  - e. Not use the premises for any purpose deemed hazardous, nor commit waste on the premises nor maintain or permit to be maintained a nuisance on the premises, nor use or permit the premises to be used in an unlawful manner.
  - h. Not make alterations, additions, changes or improvements to the premises such as painting, decorating, lock changing, wall covering, wiring, and not place fixtures, signs or fences in or about the premises without the prior written permission of the Landlord.
  - k. Nothing shall be done by the Resident in or about any building in the apartment community which will interfere with the rights, physical health,

safety, peaceful enjoyment, comfort or convenience of other residents. No musical instruments, radios, televisions or stereos shall be operated and no cooking equipment shall be utilized in a manner that is disturbing or annoying to other residents nor shall Resident make any disturbing noises or create any annoying odors at any time. Resident shall keep the entry door to their premises closed except during ingress and egress from the premises.

You have violated the General Rules and Regulations, which states in relevant part:

2. The sidewalks, entrances, passages, courts, vestibules, stairways, corridors and halls shall not be obstructed or encumbered or used by Residents for any purpose other than ingress and egress to and from the premises. All of Resident's boots, overshoes, throw rugs, umbrellas, and other personal property shall be kept within the premises at all times.
6. Landlord may retain a pass-key to the premises. No Resident shall add, remove or alter any lock or install a new lock or knocker on any door of the premises without the prior written consent of Landlord. If consent is given, the Resident shall provide landlord with an additional key for Landlord's use pursuant to Landlord's right of access to the premises at reasonable times and to the extent permitted by law. Resident shall be responsible for the replacement of any lost keys provided by Landlord.
8. Nothing shall be done by the Resident in or about any building in the apartment community that will interfere with the rights, physical health, safety, peaceful enjoyment, comfort or convenience of other Residents. No musical instruments, radios, televisions or stereo systems shall be operated and no cooking equipment shall be utilized in a manner that is disturbing or annoying to other Residents, nor shall any Resident make any disturbing noises or create any annoying odors at any time. Residents shall keep the entry door to their premises closed except during ingress and egress from the premises.
17. Resident shall comply with governmental regulations relating to disposal by Residents of garbage and other refuse. Not litter, ashtrays nor any other refuse shall be dumped or disposed of in any parking areas or any other common areas at the apartment community.
23. Only those persons listed as occupants in the Resident's application for tenancy shall be allowed to occupy the premises without Landlord's prior written permission. Overnight guests are welcome. However, any one guest is allowed to stay for a period of 14 consecutive or non-consecutive days in any 60-day period.
24. No Resident shall do or permit anything to be done in or about the premises, or bring or keep anything therein, that will in any way increase the rate of fire insurance on the apartment community or on the property therein. No Resident shall perform any act in violation of the laws relating to fires or perform any act

in violation of any insurance policy upon the buildings in the apartment community.

31. Nothing shall be done by the Resident, members of the Resident's household, Resident's guests or agents, to abuse the Management's agents or employees, including, but not limited to: assaulting, battering, unwanted touching, emotional harassment or excessive verbal abuse, or threats of assault, battery or harm.

You have violated the terms of the Lease Addendum: Drug and Crime Free Housing, which states in relevant part:

1. Resident, any members of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises
6. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the premises of the apartment community.

Charlotte Apartments is terminating your tenancy pursuant to Paragraph (9) of your lease, which states in relevant part:

9. Breach of Lease. The Resident is aware that in the event of a breach by the Resident of any one of the covenants or provisions of this Lease, or if any of Resident's statements in the rental application are incorrect, Landlord or his agents may bring appropriate legal action to terminate this Lease and repossess the premises. Resident will pay all lawful charges, costs, expenses and damages of Landlord resulting from Resident's breach.

Your lease is being terminated according to the Lease Addendum: Drug and Crime Free Housing, which states in relevant part:

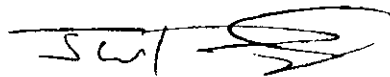
9. Lease may also be terminated for the following reasons:
  - a. A determination by Landlord that the abuse or pattern of abuse of alcohol by Resident or member of Resident's household threatens the health, safety or right to peaceful enjoyment of the property, or any of its dwelling units, by other residents.
12. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Should you wish to discuss this you should contact me immediately to schedule a meeting that must be conducted within 10 days after this notice is delivered to your household or the day

after the post mark on the envelope containing this notice, whichever is later. We will discuss the proposed termination with you. Please review enclosed notice as it contains valuable information that you should be aware of. If the eviction is initiated, you have the right to defend the action in Court. We will rely upon the grounds stated herein unless we become aware of previously unknown violations, or if new ones occur after this notice is issued. Persons with disabilities have the right to request reasonable accommodation if necessary in order for a person with disabilities to participate in the informal hearing process.

Pursuant to the case Park Forest of Blackman -v- Smith, should you hereafter submit rent payments and should we accept any future rental payments that pay your rent while this eviction notice is pending, be advised that we will still proceed with the eviction, notwithstanding any rent payments that are made.

October 11, 2021



Justin Robinson  
Regional Property Manager

Enclosures

Pc: Community Manager  
Law office of Steven K. Gann  
Lara Salyers

\*Notice: Effective immediately federal regulations require a covered landlord to serve an assisted tenant subject to an eviction action with the two notices required under the Violence Against Women's Act (VAWA), which are enclosed. In complying with this obligation, it is not your landlord's intent to imply or suggest that you are receiving assistance or to imply that any member of the household is thought to be a victim of or a perpetrator of domestic violence. It is being provided to you solely to comply with the notice provision.

Approved, SCAO

## STATE OF MICHIGAN

NOTICE TO QUIT  
TO RECOVER POSSESSION OF PROPERTY  
Landlord-Tenant

TO: Herlandos McCree  
And all occupants  
644 Charlotte St., Apt. 100  
Detroit, MI 48201

1. Your landlord/landlady, Charlotte Apartments, is seeking to recover possession of property pursuant to  
Name (type or print)

☐ MCL 554.134(1) or (3) (see other side) ☒ other: MCL 600.5714(1)(d) (See Attached) and wants to evict you from:  
Address or description of premises rented (if different from mailing address):

2. You must move by October 20, 2021 or your landlord/landlady may take you to court to evict you.  
Date (\*see note)
3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.
4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

10/11/2021

Date

Signature of owner of premises or agent

23332 Orchard Lake Rd. Suite F

Address

Farmington Hills, MI 48336

248-228-8670

City, state, zip

Telephone no.

\*NOTE: Unless otherwise allowed by law, the landlord/landlady must give notice equal in time to at least one rental period.

## CERTIFICATE OF SERVICE

I certify that on 10/11/2021 I served this notice on Herlandos McCree  
Date Name

- by ☐ delivering it personally to the person in possession.  
☒ delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.  
☒ first-class mail addressed to the person in possession.  
☐ electronic service to the person in possession (who has consented in writing to such service) at the following electronic service address: \_\_\_\_\_

Signature

Court copy (to be copied, if necessary, to attach to the complaint)



Approved, SCAO

STATE OF MICHIGAN

NOTICE TO QUIT  
TO RECOVER POSSESSION OF PROPERTY  
Landlord-Tenant

TO: Herlandos McCree  
And all occupants  
644 Charlotte St., Apt. 100  
Detroit, MI 48201

1. Your landlord/landlady, Charlotte Apartments, is seeking to recover possession of property pursuant to  
Name (type or print)

☐ MCL 554.134(1) or (3) (see other side) ☒ other: Material Noncompliance (see attached) and wants to evict you from:

Address or description of premises rented (if different from mailing address):

2. You must move by November 13, 2021 or your landlord/landlady may take you to court to evict you.  
Date (\*see note)
3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.
4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

10/11/2021

Date

Signature of owner of premises or agent

23332 Orchard Lake Rd. Suite F

Address

Farmington Hills, MI 48336

248-228-8670

City, state, zip

Telephone no.

\*NOTE: Unless otherwise allowed by law, the landlord/landlady must give notice equal in time to at least one rental period.

## CERTIFICATE OF SERVICE

I certify that on 10/11/2021 I served this notice on Herlandos McCree  
Date Name

- by ☐ delivering it personally to the person in possession.  
☒ delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.  
☒ first-class mail addressed to the person in possession.  
☐ electronic service to the person in possession (who has consented in writing to such service) at the following electronic service address: \_\_\_\_\_

Signature

Court copy (to be copied, if necessary, to attach to the complaint)





10/18/21 13:20 MI000667

\*\*\*\*\*4626-0

3901 WOODWARD AVE

DETROIT, MI

RECORD NO. 9349

DEPOSIT \$ 60.00

TO CHECKING

\*\*\*\*\*3435

BALANCE \$ 498.11

AVAILABLE BAL \$ 498.11

US DEBIT

A0000000980840

Cash Deposited:

3 of \$20: \$60.00

Total Cash  
Deposit: \$60.00

Total Deposit  
Amount: \$60.00

Page 1 of 1

Flagstar Available Balance is your balance minus any  
pending debit card transactions and/or any outstanding  
holds. See disclosure guide for further details.

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Ms. Herlandos Yugin McCree

## DEFENDANTS

KMG Prestige

(b) County of Residence of First Listed Plaintiff Wayne  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant see attached exhibit 1 pd 1-2  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)  
Steven K. Gann

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgement <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395(t)) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 850 Securities Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w Disabilities - Employment <input checked="" type="checkbox"/> 446 Amer. w Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

unknown to me.

## VI. CAUSE OF ACTION

Brief description of cause:

Housing Discrimination.

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

October 19, 2020

## FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

1. Is this a case that has been previously dismissed?

☐ Yes  
☒ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes  
☒ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Notes :

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